



NFCC
National Fire
Chiefs Council

**FIRE & RESCUE
SERVICES
National Employers**

1. The fire service National Employers, Fire Brigades Union and the National Fire Chiefs Council reached an agreement on 26 March which, together with National Joint Council agreement around any necessary temporary changes to terms and conditions, has meant that to date 14 additional areas of work have become available to the fire and rescue service to assist in meeting the challenges posed by the Covid-19 crisis.
2. At the outset all parties had recognised the Covid-19 Pandemic is a UK-wide crisis that will increasingly test the capacity of the Fire & Rescue Service (FRS) and other public sector service providers to protect the public from the impacts of the pandemic, particularly those groups who are most vulnerable and isolated, whilst mindful of the requirement to maintain the delivery of core responsibilities.
3. The key objectives for the fire and rescue service during the pandemic period are to:
 - a. ensure that its operational response provision remains resilient and effective;
 - b. support the broader public sector response to the pandemic, particularly in relation to supporting Local Authorities and NHS and Ambulance Trusts;
 - c. maintain to the highest standards possible the health, safety and welfare of all its FRS personnel.
4. The 26 March Agreement was initially set up for a period of two months, subject to variation by mutual agreement between the parties. It was based on the following approach:
 - a. The introduction of new Covid-19 activities in fire and rescue services would be confined to those agreed through the Tripartite process;
 - b. All such activity would be carried out only by employees of fire and rescue services who had volunteered to undertake those activities referred to in 4a above;
 - c. Activities would only be introduced following a satisfactory and comprehensive health and safety risk assessment being undertaken;
 - d. The provision of appropriate training, equipment, PPE and procedures. As is required, these elements would need to be consistent with the control measures identified in the risk assessment.
 - e. Balancing the need of the service to deliver core functions and complying with firefighters' employment rights, terms and conditions; and requirements of a firefighters' health, safety and welfare.
5. The Tripartite Group has always agreed that as well as supporting our communities at a time of a national health emergency the health, safety and wellbeing of personnel conducting these activities is of primary importance. It is recognised that early engagement of safety representatives in the adoption of these activities is essential, as is early engagement of the safety representative in the development of local risk assessments and safe systems of work.

6. Employers and employees need to recognise that COVID19 continues to be a risk in our communities and appropriate control measures, safe systems of work and awareness must continue. As each day passes more is known about COVID19, and it is important to ensure that governments and health protection advice and guidance is regularly reviewed. Therefore the Tripartite Group is mindful that:
 - a. The COVID-19 virus is primarily transmitted via droplets emitted from the mouth and nose.
 - b. Transmission risk is reduced by observing effective social distancing, basic hygiene including regular handwashing, regular cleaning of communal surfaces and the correct use of PPE.
 - c. Risk management of the activities undertaken will continue to consider the environment being operated in.
 - d. Personnel may need to work in higher risk environments, such as care and health settings or with persons that are or may be Covid-19 positive. Therefore, it is essential that personnel exercise diligence in adopting the appropriate control measures including the wearing of the designated PPE and safe systems of work.
7. A principal element of the management of health and safety at work is effective engagement, including trade union health and safety representatives; principally through the local joint health and safety committee. The Tripartite Group has sought to ensure that the highest standards of health and safety consultation and engagement have been implemented throughout these Tripartite agreements.
8. All procedures and practices, including those which were in place prior to this pandemic, should be regularly reviewed in order to ensure they account for the challenges that are now faced, and are accurately recorded.
9. In general all parties consider that the Tripartite agreements have been a success and shown the willingness of the fire and rescue service to step up for national emergencies. During the two-month period a number of lessons have been learned and other factors identified. These are shown below:
 - a. A primary lesson has been managing tensions. For example, in a small number of cases not all parties felt that the Tripartite process had been followed on all occasions when introducing activities. Another example was sometimes differing views on what was appropriate work commensurate with both the role of the fire and rescue service and the roles of employees. This has resulted in unnecessary tensions at national and local level. Fortunately, this has only occurred in a small number of fire and rescue services or for a small number of activities. In the vast majority of cases at local level very good dialogue has been maintained between principal management and FBU officials, which has assisted in building the confidence in the national agreements and the new activities introduced at each stage. Equally, very good dialogue has still been maintained within the Tripartite Group at national level.

Although the agreement does not apply to activities that were commonplace before the pandemic, the Tripartite Group urges FRSs who have introduced new activities outside of the agreement to stop these until agreement is reached.

Therefore, to minimise tension new activities will only be introduced in line with the Tripartite agreements. Where local parties cannot agree whether a new proposed activity falls into the scope of the work agreed through the Tripartite process, they will contact one of the Tripartite parties who will raise it with one of the NJC joint secretaries who will act expeditiously to assist the local parties. For the avoidance of doubt, no new activity will be introduced until an affirmative response has been given by the NJC Joint Secretaries.

- b. There has been some variation in the format, content and findings of the risk assessments. The hazards do not vary across Fire and Rescue areas.

Therefore, for existing Covid-19 activities¹ or when a new Covid-19 activity is introduced, use of the Tripartite developed national risk assessments provided for each activity are best practice and any necessary local variations will be agreed through the local health and safety structures.

- c. Firefighters have been undertaking activities which have the potential to bring infection into working environments. Although lock down is starting to ease in parts of the United Kingdom, Covid-19 remains a highly infectious disease and every precaution should still be taken to avoid transmission to the workplace or onward to the family home.

Therefore, control measures such as social distancing, hand washing, workplace hygiene and the use of appropriate PPE must be maintained.

- d. Clarification on availability and terms and conditions issues.

Where an employee chooses to volunteer to facilitate such work, during the current national emergency and subject to the terms of this agreement, the NJC for Local Authority Fire and Rescue Services has agreed such work will be regarded as part of the core job.

Any necessary temporary changes to work patterns or secondments for the volunteers undertaking the activities must be processed through normal local industrial relations mechanisms and not imposed and further must protect the existing rights of employees in relation to pension, compensation, employment rights and existing liabilities.

Fire cover should not be reduced or crewing levels altered to undertake the activities in the Tripartite agreements.

- e. That where activities are being proposed by fire and rescue services and/or actioned by fire and rescue services there needs to be an auditable process that identifies the activity being requested by or through the LRF (or equivalent body).

¹ Currently agreed activities are contained in paragraph 3 of circular TRI/7/20

Therefore, before introducing an activity, the FRS will secure from the LRF, or appropriate body, a written request for the fire and rescue service to undertake the activity.

10. The Tripartite Group has identified that it is preferable to minimise the number of employees potentially exposed to infection whilst working in higher risk activities; and minimise the risk of transmission to other fire service personnel; and to assist with requirements under testing and tracing initiatives. Accordingly, in the case of employees engaged in the following activities, it is recommended that an FRS detach the employee whenever possible from other fire service duties for the duration of the assistance he/she provides which can be broadly described¹ as:
 - Forming a part of an ambulance crew;
 - Working with dead bodies (mortuary assistance);
 - Working in hospitals;
 - Working in care homes

11. The Tripartite Group is aware that current Covid-19 swab tests are not absolutely conclusive. The Tripartite Group also recognises the contribution of testing in reducing the transmission of the virus into and between workplaces. Accordingly, following participation in any of the above mentioned activities, the following should apply:
 - Following the cessation of a detachment to perform the activity an employee, as a condition of volunteering, will be put forward for a test to take place no sooner than 3 days following that cessation. This test may also be required at any time where there is doubt about the resilience of the applied control measures and/or employee concern. The employee will not return to work until they have received a negative test result. The NFCC and National Employers, through their relationships, will endeavour to expedite the quickest possible return of test results.
 - Any employee who receives a positive test result should inform the appropriate manager immediately and follow official testing and tracing guidance.
 - Any employee who during any work based activity has close contact (as defined in official guidance) with a confirmed Covid-19 patient should inform the appropriate manager and follow official testing and tracing guidance.
 - At any time, any employee experiencing symptoms of Covid-19 should inform the appropriate manager and follow official testing and tracing guidance.

12. The Tripartite Group fully understands that the testing of frontline health professionals is a priority. However given the emergency nature of fire and rescue work, the Tripartite Group believes that fire and rescue service employees should also be tested on a regular cycle with the aim of weekly routine testing as soon as possible.

13. All parties recognise the importance of having accurate data of the contribution being made to the health crisis and the impact of that contribution on the fire sector. Accordingly, the Tripartite group will seek consistent information reporting from all fire and rescue services via NFCC mechanisms.

14. In order that the measures in paragraph 9b can take place for pre-existing¹ activities the Agreement is extended to 15th July 2020, subject to which the Agreement will then be further extended until the 26th August 2020.